

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

MIKHAIL MITSEVICH and IRINA  
MITSEVICH, husband and wife,

Plaintiffs,

v.

NATIONAL CITY MORTGAGE, a division of  
NATIONAL BANK OF INDIANA, an Ohio  
corporation; TERRI DANIELS, an individual,  
and JOHN DOE TRUSTEE, an unknown Trustee)  
company,

Defendants.

No.

NOTICE OF REMOVAL

Snohomish County Superior Court  
Cause No. 09-2-06124-4

TO: CLERK OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN  
DISTRICT OF WASHINGTON

AND TO: Plaintiffs Mikhail and Irina Mitseovich

AND TO: Bruce M. Hull, The Law Offices of Bruce M. Hull, Plaintiff's attorney.

Defendant National City Mortgage ("National City") hereby gives notice of the  
removal of the above-entitled action from the Superior Court of the State of Washington for  
Snohomish County to the United States District Court for the Western District of Washington.  
Defendant removes this action pursuant to 28 U.S.C. § 1441, on the grounds set forth below.

1           1.       On June 16, 2009, Plaintiff filed this action in the Superior Court of the State  
2 of Washington for the County of Snohomish under cause number 09-2-06124-4. National  
3 Bank received service of process on September 15, 2009.

4           2.       This Notice of Removal is timely under 28 U.S.C. § 1446(b), as it is being  
5 filed within thirty days of service of the Complaint. A copy of the Summons and Complaint  
6 filed in the State Court Records is attached hereto as Exhibit A, and a Verification of State  
7 Court Records with the complete state court record will be filed within 10 days of filing this  
8 Notice of Removal, as required by 28 U.S.C. § 1446(a) and Local Civil Rule 101(b) for the  
9 Western District of Washington.

10          2.       The Complaint alleges causes of action under the Truth in Lending Act, 15  
11 U.S.C. § 1601 and the Real Estate Settlement Procedures Act, 12 U.S.C. § 2607. Thus, this is  
12 a civil action over which this Court has original jurisdiction under 28 U.S.C. § 1331.

13          3.       This action may be removed to this Court pursuant to the provisions of 28  
14 U.S.C. § 1441(b) because it is a civil action founded on a claim or right arising under the laws  
15 of the United States, and this action is removable without regard to the citizenship or  
16 residence of the parties.

17          4.       Removal is proper to the Western District of Washington at Seattle because the  
18 district and division embrace Snohomish County, Washington.

19          5.       The state law claims asserted by Plaintiff in his Complaint relate to and arise  
20 from the same nucleus of operative facts as the federal question. The state law claims do not  
21 raise novel or complex state law issues, and do not substantially predominate over the federal  
22 claim. Accordingly, pursuant to 28 U.S.C. §§ 1367(a) and 1441(c), this Court has  
23 supplemental jurisdiction to hear and decide all claims asserted by Plaintiffs in the Complaint.

24          6.       National City will promptly file a copy of this Notice of Removal with the  
25 Clerk of the Superior Court of the State of Washington for Snohomish County.  
26  
27

1 WHEREFORE, National City respectfully gives notice that the above-entitled action  
2 is removed from the Snohomish County Superior Court to the United States District Court for  
3 the Western District of Washington.  
4

5 DATED this 15th day of October, 2009.

6 Davis Wright Tremaine LLP  
7 Attorneys for Defendants

8 By Darcy W. Shearer

9 Cassandra Kennan, WSBA #22845

10 Darcy W. Shearer, WSBA #38992

11 Email: Cassandrakennan@dwt.com

12 Email: Darcyshearer@dwt.com

13 1201 Third Avenue, Suite 2200

14 Seattle, WA 98101-3045

15 Tel: (206) 622-3045

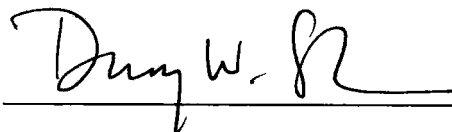
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CERTIFICATE OF SERVICE

I declare under penalty of perjury that on this day I caused a copy of the foregoing Notice of Removal to be served upon the following:

Bruce Hull	(X)	By U. S. Mail
The Law Offices of Bruce M. Hull	( )	By Federal Express
14100 SE 36th Street, Suite 100	( )	By Facsimile
Bellevue, Washington 98005	( )	By Messenger

Dated at Seattle, Washington, this 15th day of October, 2009.



Darcy W. Shearer, WSBA # 38992

# EXHIBIT A

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**FILED**

JUN 16 2009

SONYA KRASKI  
SNOHOMISH COUNTY CLERK  
EX-OFFICIO CLERK OF COURT

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF SNOHOMISH**

MIKHAIL MITSEVICH and IRINA  
MITSEVICH, husband and wife;

Plaintiffs,

v.

NATIONAL CITY MORTGAGE, a division of  
NATIONAL CITY BANK OF INDIANA, an Ohio  
corporation; TERRI DANIELS, an individual,  
and JOHN DOE TRUSTEE, an unknown Trustee  
company;

Defendants

No.: **09 2 06124 4**  
**SUMMONS**

TO: NATIONAL CITY MORTGAGE, a division of NATIONAL CITY BANK OF INDIANA;  
TO: TERRI DANIELS; and  
TO: JOHN DOE TRUSTEE

A lawsuit has been started against you in the above-entitled court by Plaintiffs Mikhail and Irina Mitsevich. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within twenty (20) /

SUMMONS - 1

**THE LAW OFFICES OF BRUCE M. HULL**  
*A Professional Limited Liability Corporation*  
14100 SE 36<sup>th</sup> Street, Suite 100  
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1 sixty (60) days after the service of this summons, excluding the date of service, or a default judgment  
2 may be entered against you without notice. A default judgment is one where plaintiffs are entitled to  
3 what has been asked for because you have not responded. If you serve a notice of appearance on the  
4 undersigned attorneys, you are entitled to notice before a default judgment may be entered.

5 You may demand that the plaintiffs file this lawsuit with the court. If you do so, the demand  
6 must be in writing and must be served upon the person signing this summons. Within 14 days after  
7 you serve the demand, the plaintiffs must file this lawsuit with the court, or the service on you of this  
8 summons and complaint will be void.

10 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that  
11 your written response, if any, may be served on time.

12 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State  
13 of Washington, and RCW 4.28.180.

14 DATED this 16<sup>th</sup> day of June 2009.

15 LAW OFFICES OF BRUCE M. HULL, PLLC

16  
17 By:   
18 \_\_\_\_\_

19 Bruce M. Hull, WSBA # 18943

20 Shannon M. Whitemore, WSBA # 31530

21 Attorneys for Plaintiffs Mikhail and Irina Mitseovich  
22  
23  
24  
25  
26

SUMMONS - 2

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**FILED**

JUN 16 2009

SONYA KRASKI  
SNOHOMISH COUNTY CLERK  
EX-OFFICIO CLERK OF COURT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF SNOHOMISH

MIKHAIL MITSEVICH and IRINA  
MITSEVICH, husband and wife;

Plaintiffs,

v.

NATIONAL CITY MORTGAGE, a division of  
NATIONAL CITY BANK OF INDIANA, an Ohio  
corporation; TERRI DANIELS, an individual,  
and JOHN DOE TRUSTEE; an unknown Trustee  
company;

Defendants.

No.: 09 2 06124 4

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT

COME NOW plaintiffs Mikhail and Irina Mitsevich ("Plaintiffs"), by and through their  
attorneys, Law Offices of Bruce M. Hull pllc, to allege as follows:

I. PARTIES

1. Plaintiffs are residents of Snohomish County.
2. Defendant National City Mortgage, a division of National City Bank of Indiana, ("National City") is an Ohio company that transacts business place of business in Snohomish County, Washington. National City does business in and has sufficient contacts with the State of

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 1

**COPY**

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Washington to be subject to both general and specific jurisdiction.

3. Defendant Terri Daniels is an individual believed to reside in Washington, who transacts business in Snohomish County, Washington. Terri Daniels does business in and has sufficient contacts with the State of Washington to be subject to both general and specific jurisdiction.
4. Defendant John Doe Trustee is an unknown trustee company doing business in the State of Washington, holding rights in the Deed of Trust identified below. Defendant John Doe Trustee will be identified as discovery allows.

## II. JURISDICTION AND VENUE

5. Jurisdiction is proper pursuant to RCW 2.08.010 because the Court possesses jurisdiction over the subject matter of this action and personal jurisdiction over the parties.
6. Jurisdiction is also proper pursuant to 15 USC 1640(e).
7. Venue is proper in Snohomish County pursuant to RCW 4.12.025 because the defendants transact business in Snohomish County, Washington, and many of the events described herein took place in Snohomish County, Washington.

## III. JURY DEMAND

Plaintiffs elect to have all claims and issues in the above captioned case tried by a jury of twelve persons.

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 2

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#### IV. FACTUAL BACKGROUND

8. Plaintiffs Mikhail and Irina Mitsevich are recent immigrants from Eastern Europe and speak, read, write and understand only limited English.
9. In June 2006, plaintiffs sought to refinance their home mortgage loan with a low, fixed-rate home mortgage loan.
10. After receiving a letter by mail from National City offering low, fixed-rate mortgage loans, the Plaintiffs contacted the number in the letter.
11. Plaintiffs desired to obtain their refinance loan directly from the lending bank, rather than through a mortgage broker, and believed that when they contacted the number in the National City letter that they were dealing directly with the lending bank.
12. Upon contacting National City, Plaintiff Irina Mitsevich spoke with Terri Daniels, who represented herself as an agent of the lending bank, National City. Ms. Mitsevich requested a low, fixed-rate mortgage loan as advertised in the Mortgage City letter.
13. At no time during the refinance loan transaction process were Plaintiffs told that they did not qualify for a low, fixed-rate mortgage loan, as was advertised in the Mortgage City letter. At the time of the closing of the loan, the Plaintiffs believed they were receiving the low, fixed-rate mortgage loan advertised in the Mortgage City letter.
14. Plaintiffs ultimately were given an adjustable rate loan with a high interest rate to refinance their prior home loan. The refinance loan transaction closed on June 16, 2006.
15. The proceeds of the Loan were used to refinance a loan used to purchase the principal dwelling of the Plaintiffs at 3015 96<sup>th</sup> Place SE, Everett, Washington 98208 ("Principal Dwelling").

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 3

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16. At all relevant times the Principal Dwelling is the principal dwelling and primary residence of the Plaintiffs.
17. The Loan was a closed end consumer credit transaction in which a security interest was retained or acquired in Plaintiffs' Principal Dwelling which was consummated within three years of the date of the underlying Loan transaction and was not a residential mortgage transaction or other exempted transaction under 12 USC §1601 et. seq.
18. The Loan was evidenced by a Note dated June 16, 2006 in the amount of \$268,000.00, with an interest rate of 7.50% (the "Note").
19. The Note was secured by "Deed of Trust" granted by Plaintiffs to Lender's nominee, dated June 16, 2006 and recorded June 23, 2006 under Auditor's File No 200606230644 in the records of Snohomish County, Washington against Plaintiffs' Principal Dwelling.
20. The preliminary HUD-1 Settlement Statement provided to the Plaintiffs reflects that a Yield Spread Premium of \$3350.00 was paid by Mortgage City to Terri Daniels, for Ms. Daniels' role in bringing the Plaintiffs to Mortgage City for the loan.
21. The Good Faith Estimate provided to the Plaintiffs prior to closing does not reflect any fee paid to Ms. Daniels by Mortgage City.
22. At no time prior to or upon the closing of the loan were Plaintiffs provided with an Itemization of the Amount Financed, nor were they informed that such a written itemization was available and would be provided upon their request.
23. Plaintiffs were provided only one set of loan documents at closing. Ms. Mitsevich was not provided her own set of documents and disclosures.

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 4

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V. FIRST CAUSE OF ACTION

**Rescission**

24. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 23 above.
25. Plaintiffs' Loan was a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling as set forth in 12 CFR §226.23.
26. Plaintiffs have the right to rescind the foregoing credit transaction and may exercise this right upon delivery of the notice of the right to rescind required to be provided by defendant Countrywide (or its assignors) or delivery of all material disclosures, whichever occurs last. 15 USC §1635(a) and 12 CFR §226.23(a).
27. Plaintiffs never received the required material disclosures required to be provided by defendant National City (or its assignors).
28. Plaintiffs' complaint is filed less than three (3) years since the consummation of the date of plaintiffs' Loan and plaintiffs continue to have this right to rescind this transaction.
29. Plaintiffs have properly notified defendant National City of the rescission.
30. As a result of this rescission, the security interest of defendant National City giving rise to the right of rescission is void and plaintiffs shall not be liable for any amount, including any finance charge, as permitted in 15 USC §1635(b) and 12 CFR §226.23(d).
31. Defendants National City and Terri Daniels must return any money or property that has been given to anyone in connection with plaintiffs' Loan transaction and shall take any action necessary to reflect the termination of the related security interest.

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 5

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**VI. SECOND CAUSE OF ACTION**

**Violation of the Truth In Lending Act, Real Estate Settlement Practices Act  
and Related Regulations**

32. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 31 above.
33. Plaintiffs were not provided material disclosures and other loan documentation prior to and after plaintiffs' Loan transaction was consummated.
34. These deficiencies include without limitation the following:
- a. No preliminary disclosure of the Yield Spread Premium as required by 12 CFR §226.4, §226.17(b) and 226.19(a);
  - b. No preliminary Truth in Lending Act disclosure, in violation of 12 CFR §226.18(d)(1)(i);
  - c. No accurate disclosure of Good Faith Estimate or HUD-1 as required under 12 CFR §226.17(a) and (c), §226.18(c) and §226.19(a);
  - d. No Itemization of Amount Financed or disclosure telling the plaintiffs they are entitled to that disclosure in writing as required by 12 CFR §226.18(c);
  - e. No final Truth in Lending Disclosure Statement was provided to either Plaintiff as required by 12 CFR §226.17;
  - f. No disclosure of the Yield Spread Premium paid to Terri Daniels by National City, as required by the Real Estate Settlement Procedures Act as required by 12 USC §2607 and 12 CFR §226.17(c).

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 6

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- 1 35. Such deficiencies by defendants National City and Terri Daniels violate the provisions of the  
 2 Truth In Lending Act (15 USC §1601 et. seq.), the Related Regulation Z (12 CFR §226 et.  
 3 seq.) and the Real Estate Settlement Procedures Act (12 USC §2607 et. seq.).  
 4

5 **VII. THIRD CAUSE OF ACTION**

6 **Violation of the Washington Consumer Protection Act**

- 7 36. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 35 above.  
 8  
 9 37. The conduct of Defendants National City and Terri Daniels, their agents and representatives  
 10 constitute unfair or deceptive acts or practices in violation of the Washington Consumer  
 11 Protection Act RCW 19.86 et. seq.  
 12 38. The violations of the Truth In Lending Act (15 USC §1601 et. seq.), the Related Regulation Z  
 13 (12 CFR §226 et. seq.) and the Real Estate Settlement Procedures Act (12 USC §2607 et.  
 14 seq.) alleged in Plaintiff's First Cause of Action constitute per se violations of the Consumer  
 15 Protection Act.  
 16 39. The actions complained of herein are part of a pattern and practice by Defendants National  
 17 City and Terri Daniels.  
 18 40. The Truth In Lending Act, Related Regulation Z and Real Estate Settlement Procedures Act  
 19 were each enacted to protect the public in consumer lending transactions.  
 20  
 21 41. Such violations by defendants caused Plaintiffs to suffer financial loss.  
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COMPLAINT FOR RESCISSION,  
 DAMAGES, OFFSET AND  
 RECOUPMENT - 7

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**VI. FOURTH CAUSE OF ACTION****Fraud/Unjust Enrichment**

42. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 41 above.
43. Defendants National City and Terri Daniels made false representations in the advertisement mailed to and received by Plaintiffs regarding the type and terms of home mortgage refinance loans they were offering to consumers.
44. Plaintiffs applied to Defendant National City for a refinancing loan through Defendant Terri Daniels.
45. Defendant National City paid to Defendant Terri Daniels a "Yield Spread Premium" of \$3,350 which was not properly disclosed in the pre-closing or at-closing disclosures to Plaintiffs.
46. The Yield Spread Premium represents a payment made to the loan originator or broker as a "bounty" for bringing a borrower to the lender at a higher interest rate.
47. Defendants National City and Terri Daniels have caused plaintiff to pay increased interest at a rate of 0.50% as a result of the payment of the undisclosed Yield Spread Premium.
48. The false representations and omissions by the Defendants and their agents and representatives were material.
49. Defendants and their agents and representatives made the false representations and omissions knowing they were false and with the intention of inducing plaintiff to act upon them.
50. Plaintiff was ignorant of the falsity of the misrepresentations and omissions. Plaintiff reasonably relied upon the misrepresentations and omissions and was damaged thereby.
51. Defendants were unjustly enriched by the Yield Spread Premium and interest paid by Plaintiff based on their misrepresentations and omissions.

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 8

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**VIII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for relief as follows:

1. Judgment against defendants National City and Terri Daniels for damages, recoupment, setoff, actual and statutory damages, penalties and attorneys' fees and costs as provided in the Truth In Lending Act (15 USC §1601 et. seq.), the underlying regulations (12 CFR §226 et. seq.) and the Real Estate Settlement Procedures Act 12 USC §2601 et. seq.;
2. Judgment against defendants National City and Terri Daniels for damages and reasonable attorneys' fees and costs as provided in the Washington Consumer Protection Act RCW 19.36 et. seq.;
3. For an order against defendants John Doe Trustee that any Trustee's Sale scheduled during the pendency of this action be restrained and a temporary restraining order and preliminary injunction be granted to restrain such sale;
4. For an order against defendants National City and Terri Daniels declaring plaintiffs' Loan transaction is rescinded in favor of plaintiffs and that security interest of such defendants is void;
5. For an order against defendants National City and Terri Daniels in favor of plaintiffs ordering defendants to comply with the rescission provisions of 15 USC §1635(a) and 12 CFR §226.23(d);
6. In the alternative, if no order of rescission is granted, for an order restructuring the terms and conditions of plaintiffs' Loan agreements and security documents pursuant to 15 USC §1635(b) and 12 CFR §226.23(d)(4);

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 9

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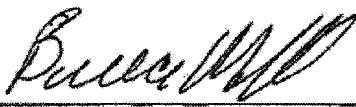
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7. An award of pre-judgment and post-judgment interest, as allowed by law;
8. Costs of suit, including an award of reasonable attorneys' fees; and
9. For such other and further relief as the Court deems just and equitable.

DATED this 16<sup>th</sup> day of June 2009.

LAW OFFICES OF BRUCE M. HULL, PLLC

By: 

Bruce M. Hull, WSBA # 18943  
Shannon M. Whitmore, WSBA # 31530  
Attorneys for Plaintiffs Mikhail and Irina Mitseovich

COMPLAINT FOR RESCISSION,  
DAMAGES, OFFSET AND  
RECOUPMENT - 10

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